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ABSTRACT

The collective bargaining agreement between Saint Leo College and the United Faculty of Saint Leo College/United Faculty of Florida Chapter (43 members) of the National Education Association covering the period October 19, 1983-June 2, 1985 is presented. Items covered in the agreement include: unit recognition, definitions, management and union rights, academic freedom, professional development, personnel files, outside employment, copyrights and patents, continuing education and external degree program, nondiscrimination, no strike clause, grievance procedure, arbitration, faculty appointments, consultation, reduction in force, adjunct or part-time faculty, retirement policy, leaves, services and facilities, full-time faculty workload, classroom instruction, faculty counseling of students, faculty service to the college, faculty professional development, faculty rank, retention and nonrenewal, academic council and curriculum committee, salary, and fringe benefits. (SW)

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ED278352

AGREEMENT BETWEEN

SAINT LEO COLLEGE, INC.

AND

UNITED FACULTY OF SAINT LEO COLLEGE

UNITED FACULTY OF FLORIDA

NEA

U.S. DEPARTMENT OF EDUCATION
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HE020040

DEAR COLLEAGUE:

THIS CONTRACT HAS BEEN PREPARED SO THAT YOU MAY INSERT IT IN THE GREEN LOOSE LEAF BINDER WHCIH CONTAINS THE FACULTY HANDBOOK.

Alan R. Merson, President

United Faculty of St. Leo

BEST COPY AVAILABLE

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ARTICLE I

PREAMBLE

Section 1. This Agreement is entered into by and between Saint Leo College, Incorporated, the Employer, and the United Faculty of Saint Leo College, United Faculty of Florida, hereinafter referred to as the Union, affiliated with the National Education Association. This Agreement is applicable only for those individuals hereinafter referred to as the Faculty, defined as the appropriate unit in the Certification of Representative issued by the National Labor Relations Board in Case No. 12-RC-4999 on May 26, 1976.

Section 2. The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Employer and the Union; to improve the quality of classroom instruction for all students; to continue the equitable and peaceful adjustment of differences or grievances which may arise; to promote effective and efficient operations within the context of the programs and purposes of a liberal arts college; and to set forth herein the basic Agreement between the parties in the determination of wages, hours, terms and conditions of employment; provided, however, that any items covered by any other written agreement, document, or handbook shall be specifically set forth herein and shall not be incorporated by reference.

ARTICLE II

RECOGNITION

Section 1.

A. The Employer, Saint Leo College, Incorporated, recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, rates of pay, hours and other terms and conditions of employment for only such faculty employees found appropriate by the National Labor Relations Board in Case No. 12-RC-4999. Those included in the bargaining unit are:

> All full time faculty members employed by Saint Leo College, including Area Coordinators and faculty librarians employed by the Employer at its College located at Saint Leo, Florida.

B. All employees not included in the unit found appropriate by the National Labor Relations Board in Case No. 12-RC-4999 shall be excluded from recognition under this contract. Those excluded from the bargaining unit are:

> Part-time faculty members, School Nurse, Director of Physical Education and Athletics, Director of Library Services and other Directors, Division Chairpersons, and all other employees, guards and supervisors as defined in the Act.

C. Inasmuch as Florida is a right to work state, any faculty member shall have the right to join or assist the Union, or engage in other concerted activities or other mutual aid or protection, or shall have the right to refrain from any or all of such activities.

Section 2. It is understood that nothing contained in this Agreement shall be construed to prevent the Board of Trustees of the College or any member thereof or any official of the College Administration from meeting with any individual or organization to hear views on any matters; provided, however, that as a result of any such meetings no agreement may be made which is contrary to this Agreement or is a proper subject of collective bargaining without negotiating with the Union.

Section 3. The parties hereby agree that recognition of the Union shall be limited to the Saint Leo College campus at Saint Leo, Florida and shall not be extended to any off-campus operation unless and until such time as the faculty members therein have been determined to be an appropriate unit by the National Labor Relations Board and a majority of said members in said appropriate unit have voted, in a secret ballot election conducted pursuant to Section 9 of the Act, for the Union as their collective bargaining representative.

Section 4. The parties hereby agree that each side had full and complete opportunity to submit proposals and counter-proposals on any matter they so desired during the term of these negotiations and that any matter not expressly provided for in this Agreement has been intentionally excluded, waived or relinquished. This Agreement constitutes the entire Agreement of the parties and this clause shall be construed in any interpretation of this Agreement as a zipper clause. There shall be no reopeners or further proposals or negotiations during the term of this Agreement.

ARTICLE III

DEFINITIONS

Section 1. The term "College" as used in this Agreement shall mean Saint Leo College, Incorporated, governed by its Board of Trustees, or the College's duly authorized representative.

Section 2. The term "Union" as used in this Agreement shall mean the United Faculty of Saint Leo College, United Faculty of Florida, affiliated with the National Education Association, or its duly authorized representative.

Section 3. The term "Faculty" as used in this Agreement shall mean all full time employees represented by the Union in the bargaining unit as defined in Article II, Section 1 of this Agreement.

Section 4. The term "part-time faculty" shall be expressly used when rererring to any non-full time faculty. The parties further agree that for all purposes part-time faculty, unless otherwise specifically provided in this Agreement, shall be any faculty teaching less than the number of hours established by Article XVIII, Workload, of this Agreement.

Section 5. The term "Board" as used in this Agreement shall mean the full Board of Trustees of Saint Leo College or its duly authorized representative.

Section 6. The term "Division" as used in this Agreement shall mean the organizational units of the faculty as are now or may from time to time hereafter be recognized by the Board, to wit:

(1) Division of Business Administration
(2) Division of Education
(3) Division of Humanities
(4) Division of Natural Science and Mathematics
(5) Division of Philosophy and Theology
(6) Division of Physical Education
(7) Division of Social Science

Section 7. The term "President" as used in this Agreement shall mean the chief executive officer of Saint Leo College, or his duly authorized representative.

Section 8. The term "work day" as used in this Agreement shall mean any day on which the Administrative offices of the College are open for business; the normal work day shall consist

of eight (8) consecutive hours, exclusive of lunch period, between the hours of 8:00 a.m. and 5:00 p.m.; the normal "work week" as used in this Agreement shall consist of the normal work day from Monday through Friday and forty hours (40) shall constitute a normal work week; these hours are established to reflect the actual hours of College operation; however, this definition shall not be deemed to preclude the faculty member's access to his/her normal duty areas beyond regular class hours or prohibit him/her from engaging in any other voluntary, extra-curricular activities.

Section 9. Area Coordinators shall be those individuals appointed by the Division Chairman in consultation with the Vice President for Academic Affairs and the area faculty; provided, however, that input from the area faculty, although solicited, shall not be binding upon the College in the selection of Area Coordinators. Area Coordinators shall have both administrative and faculty responsibilities as determined by the College.

Section 10. Seniority of the faculty members shall be based upon the date of their beginning continuous full time employment in a professional position at the College. Seniority, for the purpose of this Agreement, shall mean the length of continuous, uninterrupted service of such faculty member with the College in any department covered by this Agreement.

ARTICLE IV

RIGHTS OF THE UNION

The Union may post notices and other materials relating to official Union activity on designated bulletin board areas. The Union shall be given a centrally located area on which it may place a Union bulletin board. The board shall be purchased and maintained by the Union.

The Union shall have the right to communicate with members of the bargaining unit by use of the individual faculty member's faculty mail box.

Officers of the Union may use the College copying facilities and shall pay the special faculty rate for such use.

Representatives of the Union shall be permitted to transact official Union business on College property.

ARTICLE V

ACADEMIC FREEDOM

Section 1. Saint Leo College, Incorporated is a Catholic institution which recognizes the teachings of the Catholic Church as morally binding, and while the College does not require that

all members of the College faculty and staff be practicing members of the Catholic faith nor accept the teachings of the Catholic Church as morally binding, the College does require that all faculty members recognize and understand the institution's philosophy. Within the context of the quest for knowledge and truth, the parties hereby agree.

A. All faculty members are entitled to full freedom of teaching in the classroom. The matters covered should be relevant to the subject under study; however, the faculty member should avoid regularly introducing into his teaching controversial matters which have no relation to his subject.

B. All faculty members are entitled to full freedom in research and in the publication of results, subject to the adequate performance of other academic duties. It is understood that this does not obligate the College to fund the faculty member's research unless otherwise expressly agreed to by the College.

C. All faculty members have the same constitutional rights as other citizens, and when the faculty member speaks or writes as a citizen, he/she should be free from institutional censorship or discipline, but inasmuch as the public may judge the College by his/her utterances, the faculty member, in all utterances and writings outside the classroom, must make a reasonable attempt at all times to be accurate, to exercise appropriate restraint, to show respect for the opinions of others, and to indicate that he is not a spokesman for Saint Leo College.

ARTICLE VI

FACULTY RIGHTS

Section 1. Professional Development:

Members of the faculty should affiliate with their appropriate professional organization and are encouraged to pursue an active interest in their respective professional fields through research and artistic endeavors.

Section 2. (a) Personnel Records:

A faculty member may, upon written request, review and copy, at cost, any material in his/her personnel file. The review shall take place in the presence of a designated College official in the office in which the file is located. Access to said file will normally be granted upon submission of the written request. In the event it is impossible to do so, the faculty member shall be granted the opportunity to review the file within one work day. No material may be used in any action against the faculty member unless the material has been made available to the faculty member prior to said action.

(b) Outside Employment:

Each member of the faculty is expected to discharge his/her full responsibilities for classroom instruction, counseling, service to the College and professional development. Outside employment or consultation shall be permitted upon written request to the Vice President for Academic Affairs provided it does not, in his judgment, conflict with College duties or adversely affect the quality of the faculty member's College service.

Section 3. Copyrights and Patents:

Each faculty member may hold copyright ownership and patents on all tapes, films, voice reproductions, visual reproductions, sculptures, collections, paintings, books, pamphlets and independent study course packets or other materials which he has created; provided, that the College has not contributed financially to said endeavors.

Section 4. Continuing Education & External Degree Program:

(a) The College shall have full responsibility to staff the external degree program in any manner which, in its opinion, best suits the goals of the College.

(b) The College shall have full responsibilities to staff the continuing education program in any manner which, in its opinion, best suits the goals of the College.

(c) The College shall offer the right of first refusal to the bargaining unit faculty for vacancies in the continuing education program under Section 4(b) for any vacancies which occur within a fifty (50) mile radius of the College campus at Saint Leo, Florida. However, nothing in this proposal or agreement shall be construed in any manner whatsoever to obligate the College to bargain over wages, hours, and working conditions for any continuing education program. When the College offers the right of first refusal for any vacancy in the continuing educational program to any bargaining unit member, it shall be at the standard rate set by the College.

ARTICLE VII

NON-DISCRIMINATION

The College and the Union recognize their responsibilities under federal, state and local laws relating to fair employment practices and the moral principles involved in the area of civil rights. They hereby reaffirm their joint commitment not to

discriminate because of race, color, creed, religion, sex, national origin, age, political belief, political affiliation or political activities. It is understood by both parties that such political activities shall not interfere with said faculty member's obligation to the College, any operation or function of the College, student life, or activities. Moreover, any alleged violation of this Article shall be processed only through the appropriate body provided by law for remedying such violations and not through any grievance procedure provided for herein.

ARTICLE VIII

NO STRIKE

The Union and the College subscribe to the principle that any and all differences shall be resolved by peaceful and appropriate means without interruption of the College program. The College and the Union further agree the disputes which may arise between them shall be settled without resort to strike or lockout. The Union, therefore, agrees that it will not instigate or encourage any work stoppage, strike, picketing, or suspension of work during the term of this Agreement.

ARTICLE IX

GRIEVANCE PROCEDURES

SECTION 1:

(a) A grievance is defined as a formal allegation by a faculty member, a group of faculty members, or the Union that there is a dispute or disagreement over the interpretation, application, performance or terms of this Agreement. Any disagreement which does not concern the interpretation, application, performance or terms of this Agreement shall be defined as a complaint and shall be subject to the provisions of this Article but shall not be subject to the provisions of Article X, Arbitration.

(b) The College and the Union agree that they will use their best efforts to encourage the informal and prompt settlement of grievances to encourage the informal and prompt settlement of grievances or complaints which may arise. However, it is understood that nothing in this Agreement shall deny the rights of individual faculty or a group of faculty to present grievances or complaints to the College and have such grievances or complaints adjusted without the intervention of the Union so long as the adjustment is not inconsistent with the terms of this Agreement and provided that the Union has been given the opportunity to be present at such adjustment.

(c) Nothing in this Agreement shall, at any time, be construed to prevent any faculty member from processing his/her own unadjusted grievance through the provisions of Article X at his/her own expense, and having the same adjusted without the intervention of the Union.

Section 2. Procedure:

STEP ONE: Any faculty member who believes himself/herself to be aggrieved shall present his/her grievance orally to his/her Division Chairman, Director, or designee within five working days from the date of the alleged violation or within five working days of the date the grievant knew or should have known of the grievance with the exercise of due diligence. The Division Chairman, Director, or designee shall conduct an informal conference to discuss the grievance with the faculty member no later than five working days after receipt of the oral grievance.

STEP TWO: If the grievance is not resolved to the grievant's satisfaction at the informal conference in Step One, then within ten working days after the date of the final informal conference, the grievance shall be reduced to a formal writing, signed by the grievant and submitted to the grievant's Division Chairman, Director or designee who shall provide a written answer within ten working days thereof. The written grievance at this step and all steps thereafter, shall contain the following information:

1. A statement of the grievance, including a short and plain statement of the ultimate facts showing the grievant is entitled to relief, including but not limited to: (a) the date the alleged grievance occurred, (b) the act or acts which allegedly constituted the grievance, (c) the names of College officials involved in the grievance, (d) the names of affected faculty members.

2. The article, section, paragraph and page number of this Agreement which is alleged to have been violated, including the specific manner in which said section was allegedly violated.

3. The action, remedy, or solution requested by the faculty member.

4. The signature of the aggrieved faculty member and, if applicable, that of the Union representative.

5. The date submitted.

STEP THREE: If the grievance is not resolved to the satisfaction of the grievant in Step Two, then within ten working days after receipt of the Division Chairman or Director's answer, the grievance shall be submitted to the Vice President for Academic Affairs who shall provide an answer to the grievant in writing within ten working days of its submission.

STEP FOUR: If the grievant is not satisfied with the Vice President's answer, then within ten working days after receipt of the Vice President's answer, the grievance shall be submitted, in writing, to the President or his designee. The President, or his designee, will answer the grievance in writing within ten working days of its submission.

STEP FIVE: If the grievant is not satisfied with the President's answer, then within 20 working days after receipt of the President's answer, he may proceed to those procedures and conditions of Article X, Arbitration.

Section 3. A grievance shall stand abandoned upon failure of the grievant or the Union to observe any of the procedures or time limits of this Article; however, these time limits may be extended by mutual consent of the parties in writing at any level. Failure of the College to observe any of the stated time limits shall mean that the grievance is automatically granted.

Section 4. The party processing the grievance may settle the grievance at any step of the procedure and upon the withdrawal of the grievance or settlement of same, no further action is necessary in processing the grievance.

Section 5. At the beginning of each semester the Union shall appoint two faculty members who shall serve as grievance investigators and submit their names, in writing, to the Office of the Vice President for Academic Affairs no later than the first day of scheduled classes. The grievance investigators shall be released from non-teaching duty time to investigate a grievance upon written application to the Office of the Vice President for Academic Affairs, setting forth the dates, times, places, and faculty/administrative members to be consulted in investigating said grievances on a form supplied by that office. The College shall not withhold such requests except in the case of an emergency. Only one grievance investigator shall be assigned to a grievance and the College shall not be obligated to release both grievance investigators from non-teaching duty time to investigate the same or related grievances. In the event a grievance investigator finds it necessary to consult any faculty member on duty time who is not listed on the original written request, the grievance investigator shall submit a written addendum to such request within 24 hours of meeting with such faculty member. The dates, times and places set forth in the written request submitted pursuant to this subsection shall not be deemed "time limits" within the meaning of Section 3 of this Article.

Section 6. The grievant in these proceedings shall have the right to representation by the Union at any step in these proceedings. The grievant shall not be required to discuss any grievance if his or her representative is not present.

Section 7. No reprisal or recrimination of any kind shall be taken by the College against any faculty member because of his/her participation in the procedures set forth in this Article

ARTICLE X

ARBITRATION

Section 1. Only grievances which satisfy each of the following conditions are subject to arbitration hereunder:

(a) The grievance was filed in writing as specified in Article IX and processed in the manner and within the time limits prescribed in the Grievance Procedure.

(b) The written grievance and the written demand for arbitration clearly identifies the Article, section, paragraph and page of this Agreement which was allegedly violated.

(c) A demand for arbitration has been made in writing within twenty (20) working days from and after the day when a written decision has been rendered at the last step in the grievance procedure.

An arbitrator hereunder shall only have jurisdiction to determine whether or not the alleged violation of the Agreement has occurred in the respect alleged in the written demand for arbitration, but he shall consider, to the extent applicable, the entire contract in reaching such a decision.

Section 2.

(a) The demand for arbitration shall state the nature of the dispute, the remedy requested, and the specific provision or provisions of the contract violated. Upon receipt of the demand for arbitration the parties shall request a list of five names of arbitrators from the American Arbitration Association. If the parties are unable to select an arbitrator from the list then the parties shall alternately strike one name from this list and the remaining name shall be the arbitrator. The party requesting arbitration shall have the first strike.

(b) The parties may, at their option, agree to meet for the purpose of agreeing in advance on the issues to be submitted at the arbitration hearing. Failure of either party to participate in such a meeting shall not be grounds for delaying or prejudicing the arbitration hearing.

(c) The decision of the arbitrator shall be final and binding on both parties, and it shall be rendered in writing within thirty (30) days following the conclusion of the hearing. The parties will each bear the cost of preparing and conducting their own presentation, including pay for witnesses attending the hearing at their request. The party ruled against will pay the cost of the arbitrator, including the arbitrator's fees and hearing room, but not the cost of the transcript if ordered by either party.

Section 3. The arbitrator shall have no power to add to, subtract from, modify or alter terms of this Agreement, nor shall the arbitrator have the power to arbitrate any matter, expressly or implicitly excluded from arbitration.

Section 4. Notwithstanding the expiration of this Agreement any claim or grievance arising thereunder shall be processed through the grievance procedure and this Article until resolution.

Section 5. The College shall not submit any reasons for its actions against the grievant which were not presented during the grievance procedure prior to arbitration.

ARTICLE XI

FACULTY APPOINTMENTS

Appointments to the faculty of the College shall be made by the President in consultation with the Vice President for Academic Affairs on the basis of recommendations by the appropriate division chairperson, area coordinator, and faculty members of that division; provided that the College is under no obligation to follow these recommendations.

Each appointment of a faculty member shall be validated by the College in a written letter of understanding sent to the proposed faculty member which sets forth his/her proposed rank, division or department, position and starting date for employment. Such appointments to the faculty of the College, unless otherwise provided, shall, subject to the terms and conditions of this Agreement, be for nine months, i.e., two semesters and a special session during the month of May.

The precise terms and conditions of this Agreement shall govern the employment of all covered faculty members and the Union shall provide each new faculty member with a copy of this Agreement.

ARTICLE XII

CONSULTATION

The President of the Union and the President of the College shall have the reciprocal right to request a meeting at mutually

convenient times for the purpose of discussing matters of mutual concern, it is further agreed that the party requesting such a meeting shall make the request in writing and set forth the major items to be discussed, how such matters are of mutual concern to the parties and, if possible, the proposed treatment of such item.

Either party may choose to meet with the other or may send a designated representative. Neither party shall be required to meet with the other and nothing in this Agreement shall require the President or his duly appointed representative to meet with the Union.

ARTICLE XIII

REDUCTION IN FORCE

There shall be no reduction in force in the 1983-84 academic year. Should the College foresee the need for a reduction in force for the 1984-85 academic year, then this Article shall be reopened upon due notice from the College and the reduction in force shall become the subject of negotiations.

ARTICLE XIV

ADJUNCT OR PART-TIME FACULTY

The Union recognizes the College's right to an historical use of adjunct faculty. Nothing in this Article shall be construed so as to diminish or prohibit the exercise of that right; however, when the College determines adjunct faculty should be used, a Division Chairman may recommend that a bargaining unit faculty member teach an overload, or the faculty member may request he/she be given permission to teach the overload at the present adjunct faculty rate. In that event, the Vice President for Academic Affairs may elect to use the bargaining unit faculty member or members, but shall not be obligated to do so. The decision of whether or not to use a bargaining unit faculty member in lieu of adjunct faculty or which bargaining faculty members to use (in the event there are multiple requests for the same position), shall be at the sole and exclusive discretion of the College. Its decision shall be neither grievable nor arbitrable.

Adjunct or part-time faculty shall be considered one and the same for all purposes of this Agreement and all dealings between the College and the Union.

The College should not replace a full time faculty member's position with part-time faculty members for a period of more than 18 months without consultation with the Union. This Agreement shall not be interpreted to prohibit the College from temporarily replacing a full-time faculty member's position with part-time faculty members in the event:

1. A full-time faculty member's position is vacated without adequate notice to the College, or

2. A suitable full-time faculty replacement cannot be hired.

No part-time faculty member shall teach the same or more than the number of hours established by Article XVIII, Workload, of this Agreement as the full-time faculty teaching load.

ARTICLE XV

RETIREMENT POLICY

A faculty member shall not be involuntarily retired by the College until the end of the academic year during which his retirement is permitted by Federal law, however, the faculty member may request to remain in the employ of the College after the time he is eligible for mandatory retirement, and the College may grant this request, but is not obligated to do so.

Emeritus status will be granted to all retiring faculty members, and such status shall entitle the holder to faculty privileges.

Upon retirement under this Article, a faculty member who has been employed by the College for five consecutive years in a full-time capacity shall be given severance pay in the amount of 2(two) months' pay at the faculty member's highest monthly rate of pay.

ARTICLE XVI

LEAVE

Section 1. Sick Leave:

(a) Members of the bargaining unit shall be credited with one (1) day of sick leave at the end of each month of active employment with the College. The unused portion of sick leave shall accumulate from year to year to a maximum of 90 days. Upon implementation of this Agreement members of the bargaining unit shall be credited with the number of sick days now accumulated.

(b) Sick leave shall be defined as personal illness of the faculty member or a member of his/her immediate family who is a permanent resident member of his/her own household.

(c) A faculty member who is unable to work due to illness as described above shall notify his division chairman or, in his/her absence, the Vice President for Academic Affairs or his/her designee, as promptly as possible and keep the College informed as to the length of such illness. Upon return from sick leave the division chairman shall provide the employee with the necessary forms for recording the reasons for absence. Such completed forms shall be submitted to the division chairman no later than three (3) working days following the faculty member's return from the leave.

(d) The College reserves the right to verify a disability under this provision by a physician of its own choosing, at its own expense, or by requiring a notice of verification from the faculty member's own physician.

(e) A faculty member who is injured in the course of his/her employment with the College and is eligible for and elects

to pursue weekly compensation benefits as provided by the Florida Workman's Compensation Act shall, at his/her option, be granted sick leave commencing with the day of such injury and such leave shall continue to the maximum amount allowed under this Agreement, the length of the injury or the termination of the case through a settlement by the industrial board, whichever occurs sooner. Said faculty member shall receive, as sick leave, the difference between the amount paid under the Florida Workman's Compensation Act and his/her normal weekly salary. His/her accumulated sick leave shall be deducted on a prorata basis for payments so made by the College.

(f) Each faculty member may contribute up to but not more than five (5) days of his accumulated sick leave in any given academic year to a sick leave bank from which any faculty member who has depleted his own accumulated sick leave may borrow. The borrowing faculty member, however, may not use the "bank" until he has been docked five days pay for days missed because of illness, provided that no faculty member can accumulate more than 90 days sick leave, inclusive of sick bank and personal accounts, and that no faculty member may receive more than 90 days sick leave from any source.

Section 2. Military Leave:

Any faculty member who is involuntarily drafted into the armed forces under the selective service system shall be granted a leave of absence without pay for the period of such mandatory service. Any faculty member shall have all rights accorded him/her under the Veterans' Re-employment Act. However, such employee shall notify the College in writing of his/her intention to return to his/her normal position no later than 60 days after his/her termination from the armed services. Failure to give such notice shall be deemed prima facie intent not to return to the College.

Section 3. Maternity Leave and Maternity Leave of Absence:

(a) Any female faculty member in a pregnant condition shall put her division chairman on notice of her condition and request a maternity leave, of her choice, in writing, 90 days prior to the anticipated date such leave is to begin. The College shall recognize two types of maternity leave:

1. Maternity leave: A leave without pay taken for the period of time the faculty member is advised by her physician to refrain from work; however, the faculty member shall, upon timely written request, be paid her accumulated sick leave during a maternity leave.

2. Maternity leave of absence: A long term leave of up to twelve (12) consecutive calendar months, taken in accordance with the provisions of subsection (d) of this Section.

(b) The division chairman shall have the responsibility for processing leave requests under Section 3(a) (1) & (2). The faculty member shall keep her division chairman advised of her projected availability for work and shall notify her division chairman of her physician's directive to cease work as soon as said date is made known to the faculty member.

(c) A timely written request for a maternity leave and a request for use of accumulated sick leave under Section 3(a) (1) is not discretionary and shall be granted by the College. This leave shall extend from the time the doctor certifies her physically unable to work until the doctor certifies her physically able to return to duty.

A maternity leave of absence under Section 3(a)(2) is discretionary and may be granted when, in the College's opinion, circumstances warrant; provided, that a timely written request for a maternity leave of absence which is denied shall be treated as a timely written request for a maternity leave under Section 3(a)(1).

A faculty member taking a maternity leave under Section 3(a)(1) shall orally notify the College of her availability to return to work as soon as possible after said fact is made known to her by her physician and by follow-up written notice within five (5) work days. If the faculty member who has taken a leave under Section 3(a)(1) fails to return to work when her physician certifies she is physically able to do so the College may take disciplinary action up to and including possible discharge. A maternity leave shall not be subject to an extension absent a physician's certification of continued disability.

(d) A female faculty member may request a maternity leave of absence without pay of not more than twelve (12) consecutive calendar months in lieu of the maternity leave by submitting a timely written request to her division chairman no later than 90 days prior to the end of the semester preceding the semester said leave is to begin. Said request shall be forwarded to the President who shall either approve or deny the request within thirty (30) days from receipt thereof. A maternity leave of absence shall begin and end in conformity with the normal semester.

(e) A maternity leave of absence shall not normally be subject to extension and the College may take disciplinary action up to and including possible discharge against any faculty member who fails to report to work on the first duty day of the semester following said leave. A faculty member granted a maternity leave of absence shall be reinstated to her same or substantially similar position provided a reduction in force has not eliminated said work.

(f) The College's liability for reinstatement of a faculty member taking a maternity leave under Section 3(a)(1) shall terminate after twelve (12) consecutive calendar months.

Section 4. Sabbatical leave:

(a) Members of the bargaining unit who have seven (7) years of continuous full time teaching service at the College shall be eligible to request a sabbatical leave. The faculty member shall request a sabbatical leave for either one academic year at 1/2 salary or 1/2 academic year at full salary.

(b) A request for a sabbatical leave shall be made to the Vice President for Academic Affairs through the appropriate division chairman no later than six (6) months prior to the date when the requested leave should begin. The request must be accompanied by a statement describing the research or scholarly or professional activity which is to be undertaken. If the request is approved by the division chairman and the Vice President for Academic Affairs, the Vice President for Academic Affairs shall submit the request with such approval to the office of the President for a final determination. If the request is denied prior to receipt by the President, the faculty member shall be so notified. Should the request for leave be denied by the President, the reasons for such denial shall be given to the faculty member in writing. A request for sabbatical shall not be unreasonably withheld and a denial by the President shall be subject to the grievance procedure, but shall not be subject to the arbitration provisions of this Agreement. In consideration for waiving the arbitrability of this subsection the College agrees to furnish to the Union each semester a list of all sabbatical applicants and disposition of said request; and additionally, all applicants shall be provided reasons in writing for denial at every level.

(c) Faculty members on sabbatical leave shall retain all the rights of rank, retirement and other benefits which have been acquired. While a faculty member is on sabbatical the College will continue to treat all payments as compensation and contribute any sums otherwise due upon said amount.

(d) A faculty member taking a sabbatical leave must, in consideration thereof, promise in writing to return to the College for at least one full academic year of service upon completing said leave. If a faculty member fails to return to the College for one full academic year of service then he/she shall repay the total amount expended on his behalf by the College for such leave.

Section 5. Leave Without Pay

A leave of absence without pay may be granted by the Vice President for Academic Affairs in consultation with the President of the College upon a favorable recommendation by the appropriate division chairman. A leave of absence without pay may be granted for formal study, research, scholarly pursuit, extended illness, or other reasons the College deems to be bona fide, with merit and in the best interest of the College and of the faculty member.

Section 6. Emergency Leave

A faculty member shall, at the discretion of the College, be granted up to a maximum of 10 work days per year with pay for personal reasons. Such leave shall not be unreasonably denied nor shall it be cumulative.

Section 7. Bereavement Leave

A leave with pay shall be granted to a faculty member for a maximum of 5 working days at the death of a member of his/her immediate family. Immediate family shall be defined to include spouse, child, brother, sister, parent, grandparent or grandchildren.

Section 8. Liability for Reinstatement

Unless otherwise specifically provided, leave under sections 4, 5, 6 and 7 shall not be subject to an extension. The College may take disciplinary action up to and including possible discharge against any faculty member who fails to report to work on the first duty day following a leave. A faculty member granted leave under sections 4 and 5 of this Agreement shall be reinstated to his/her same or substantially similar position provided a reduction in force has not eliminated said work.

ARTICLE XVII

SERVICES AND FACILITIES

The College recognizes its responsibility to provide a safe and healthy working environment for its faculty in an atmosphere conducive to a positive educational experience within the parameters of its financial ability and physical plant.

The College will, insofar as practical, provide private office space and appropriate office equiment, such space to be provided on a continuous basis. Office space and complimentary parking space shall be provided as close as possible to the faculty member's major work station.

No faculty member shall attempt to commit or commit the credit of the College for any item whatsoever; all requests for College expenditures shall be submitted in writing to the faculty member's division chairman. Long distance telephone calls at College expense may be made only for official College business, and only with prior approval of the division chairman. The faculty member shall have access to the College watts line for official College business only.

Nothing in this subpart shall be construed as requiring the College to budget any additional expenditures which have not been approved by the Board of Trustees, or allowing the Union to participate in the preparation of the College budget for such items.

ARTICLE XVIII

FULL TIME FACULTY WORK LOAD AND RESPONSIBILITIES

Section 1. Although the faculty has primary responsibility for classroom instruction, teaching is by no means the limit of the faculty's responsibility. The faculty's responsibility encompasses, but is not limited to: classroom instruction; counseling the students; service to the College; and professional development.

Section 2.

(a) Classroom instruction and related responsibilitites.

Prior to the start of each academic semester, but no later than one week after the start of classes, each faculty member shall, on a form supplied by the College, prepare and submit to their respective division chairmen a syllabus for each course he/she will teach during the semester. This syllabus shall contain the faculty member's class attendance policy, the course content including the proposed text and complete reading list, the anticipated number of examinations, the faculty member's make-up examination policy, and a statement by the faculty member as to what percent of the final grade will be derived from examinations, quizzes, class participation or outside projects. Absent bona fide, extenuating, unanticipated difficulties the faculty member shall cover all of the proposed material and an outline of the syllabus should be distributed to each of the students enrolled in the course.

(b) Faculty members shall be in their assigned classrooms at the beginning of the hour. All faculty members shall meet all assigned classes. No faculty member shall miss any of his regularly scheduled classes without written permission from his/her division chairman. However, the division chairman shall not grant such permission, absent extreme circumstances. This section shall not apply to absences for sickness, injury or a bona fide act of God or other unforeseen extenuating circumstances.

(c) Any faculty member who is unavoidably detained by extenuating, unforeseen circumstances and unable to meet his/her class on time shall notify his/her division by phone.

(d) The faculty member shall familiarize himself/herself with the grading system as defined in the College catalog and shall determine the academic proficiency and understanding of the students in accord with the standards of the College.

(e) The faculty member shall be aware of, consider and apply the College's policy on honesty. Any faculty member who finds a student cheating shall report such offense to the office of the Vice President for Academic Affairs.

(f) Faculty members shall issue mid-term advisory grades to the students and the Director of Records and Admissions if requested by the College. Final examinations shall be given during the last week of classes except in the special case of the seminar classes where scheduling of final examinations must be approved and coordinated with the division chairman. Make-up examinations will be given by the faculty at the direction of the faculty member.

(g) The faculty member shall submit final grade reports to the office of records on the date requested by the College. There shall be no change in a final grade except for a bona fide mistake and then only with the approval of the office of the Vice President for Academic Affairs.

(h) At the end of each semester the faculty shall submit a written evaluation of the courses taught during the preceding semester. This evaluation shall, at a minimum, compare the goals achieved to the goals desired and the reasons for the discrepancy, if any, the progress of the students and suggested method to improve the course and any other appropriate suggestions for the benefit of enhancing the quality of education at the College.

(i) Whereas, the parties agree that the College must retain a certain amount of flexibility in scheduling its workload among the College faculty members, it is hereby recognized that the teaching load of the faculty shall be a minimum of 12 credit hours and may be increased to a maximum of 16 credit hours per semster. It is understood that within these parameters there is no "normal" teaching load; however, upon the written request from a faculty member the College will provide the reasons for assignment above 13 credit hours per semester.

It is understood that straight academic credit hours is not the sole criterion for a workload in certain College divisions. Therefore, it is agreed that the following equivalencies may be applied, when needed in the opinion of the appropriate division chairman. Situations will no doubt arise that might alter the following equivalencies. In such instances, the decision as to what is valid and fair shall be made by the Division Chairman after consultation with the faculty member involved. The Chairman shall then forward his recommendation in writing to the Vice President for Academic Affairs for approval.

1. Division of Fine Arts: Performance ensembles for MUS 111-113 & 114-118 will be credited to the teaching faculty member as three (3) credit hours per course load. Applied music courses, MUS 120-220-320-420, create no faculty load credit as faculty serving the courses are paid from student fees collected. MUS 103, 104, 203 and 204 are credited to the teaching faculty as 1.5 credit hours per course. MUS 327 is credited to the teaching faculty as two (2) credit hours. On art studio courses the faculty member will be credited with one (1) credit hour for each two (2)

studio hours. In theatre, the Director and Designer of one (1) performance are credited with three (3) credit hours each. A maximum of six (6) credits per semester would be assigned to a faculty member who may function as a director or designer. College Theatre (THE 110) does not generate teaching credit. If a faculty member is assigned to be a choreographer, or orchestra conductor, or vocal director for a major theatrical production, he or she is credited with two (2) credit hours per assignment. The Director of Dance Company is credited with three (3) credit hours. If a faculty member is assigned to be the accompanist for a major ensemble, he or she is credited with one (1) credit hour for each ensemble. If a faculty member is assigned to be a Director of Artist Series, he or she is credited with one (1) credit hour. Special topic courses taught concurrently will generate credit for one course of the specified semester hour credit as set by the division chairman.

(2) All Divisions: With respect to internships (student teaching in the case of teacher education), the following numbers of students are to be assigned to one faculty member at an equivalency of one three (3) credit hour course. It is intended that the maximum number of students are to be assigned to one faculty supervisor.

Criminology:	5-9 interns
Psychology:	5-12 interns
Social Work:	5-9 interns
Teacher Education	5-8 student teachers or (2 student teachers equal one (1) credit hour).

(3) Division of Science and Math: One lecture hour per week equals one credit hour; each hour of biology and chemistry laboratory per week is credited as .75 credit hours and each hour of physics laboratory per week is credited as .50 credit hours.

(4) Division of Physical Education:

Baseball: 4 hours, Semester I; 8 hours, Semester II.
Assistant Baseball: 3 hours, Semester I; 6 hours, Semester II.
Basketball: 8 hours, Semester I; 8 hours, Semester II.
Assistant Basketball: 3 hours, Semester I; 6 hours, Semester II.
Golf: 2 hours, Semester I; 3 hours, Semester II.
Intramural Director: 6 hours, Semester I; 6 hours, Semester II.
Aquatics Director: 8 hours, Semester I; 8 hours, Semester II.
Soccer: 6 hours, Semester I.
Men & Women Tennis: 3 hours, Semester I; 6 hours, Semester II.
Trainer: 8 hours, Semester I, 4 hours, Semester II.
Football: 8 hours, Semester I.
PHE General Studies Courses: 1 hour credit for two class meetings, PHE 101 is credited with 1.5 credit hours.
Concentrator Activity Courses: 1 hour credit for each skill taught.

(5) Division of Social Science. Performance of Program Planning for Social Work will be credited to the Program Coordinator as three(3) credit hours for the fall semester and three(3) credit hours for the spring semester.

Section 3. Counseling:

(a) All members of the faculty will be academic advisors for those students assigned to them by the Office of the Vice President for Academic Affairs.

(b) In performing their guidance and counseling responsibilities, the faculty members must be careful to recognize each student as a person and shall assist him/her not only in planning his/her program of studies but in developing his/her full potential as a student and an individual. The Office of the Vice President for Academic Affairs shall have responsibility for assigning and reassigning all students to faculty members for counseling.

(c) Each faculty member shall offer assistance to any student who seeks his advice and furthermore, he/she shall enhance this service through encounters outside the formal classroom setting and by serving as an advisor to student organizations upon the request of the College.

(d) For the purposes set forth in Sections 2, 3 & 4 of this Article, faculty members shall adhere to a minimum professional commitment of 30 hours per week. The additional minimum commitment shall be established as follows: In addition to the teaching load as outlined in Section 2(i), each faculty member shall maintain posted office hours of no less than 10 hours per week and each faculty member shall be assigned 8 hours per week to be on campus and available for professional activity and such other duties as may be assigned by the College. In scheduling classes, office hours and availability time, the division chairman shall consult with the faculty member and wherever possible and mutually agreeable the assignment of these matters shall be consecutive on any given day. In the event the division chairman and the faculty member cannot mutually agree on the schedule, then the decision of the division chairman shall prevail and the decision, by whatever means reached, shall be reduced to writing and kept by the College.

The faculty member may be off campus during the availability time when performance of the activity or duty in question cannot be done on campus. The faculty member may be off campus during the availability time under any other circumstances by arrangement with the division chairman.

It is understood that in calculating the availability time no time increments of less than one-quarter hour of actual availability time shall be counted and that if the faculty member is on campus and available for duty during his/her lunch period, then these periods are to be included in the faculty member's availability time.

It is understood that faculty members may, from time to time, put in hours in excess of 38 hours per week and in that event, the availability time may be waived or consolidated with other time spent on the campus. The final decision shall be made by the division chairman, subject to the approval of the Vice President for Academic Affairs. An agreement to waive or consolidate availability time in one instance shall not set a precedent in any other incident nor be binding upon the College as to repetition in the future.

With the approval of the Division Chairman, a faculty member may be away from his/her office or off campus during posted office hours, as long as he/she is engaged in activity directly related to his/her professional responsibilities, provided, this paragraph shall in no way diminish the faculty member's obligation for student counseling and other student or College needs.

Section 4. Service to the College:

All faculty members are expected to attend general faculty meetings which are normally held once a month; however, they may be called more frequently or less frequently, and in addition to this, the faculty are expected to attend all division and area meetings which are called by their respective division chairmen and area coordinators. In addition, the faculty member is expected to participate in graduation ceremonies and other officially designated College functions - not to exceed four in number during any academic year - in full academic regalia, which the faculty member shall provide at his/her own expense. The College will subsidize the academic regalia expense for all existing faculty members by a one time payment to be made in the fall of the academic year 1983-84. The College will pay $30 for Bachelor regalia; $40 for Master's regalia; and $50 for Doctorate regalia.

All new faculty members employed in the 1984-85 academic year or thereafter shall receive the same one-time subsidy payment from the College during the first month of their employment.

Section 5. Class Meetings:

Class meetings shall be scheduled by the College.

Section 6. Academic Year, Academic Calendar and School Year

(a) The term school year refers to a student obligation and consists of two academic semesters as determined by the College. The term academic year applies to faculty members and

consists of nine (9) consecutive calendar months. The academic calendar is determined by the College and regulates the student activity and faculty requirements to said students during the school year. The College shall be permitted to unilaterally determine the academic calendar as long as said action does not violate the terms of this Agreement.

(b) The faculty are employed by and have obligated their services to the College for nine (9) consecutive calendar months which comprise the academic year, i.e., two semesters and a special session during the month of May. The academic calendar shall begin on the second day of September of each year and end on the 2nd day of June. All probationary and regular faculty shall be available to carry out work assignments during this period of time unless specifically set forth elsewhere in this Article.

(c) The College shall not require the faculty members to carry out work assignments on the following days which shall constitute paid holidays:

1. Labor Day.

2. The Thanksgiving break as determined ans set forth by the College.

3. The Christmas break as determined and set forth by the College.

4. Memorial Day.

5. Good Friday.

(d) Faculty members shall be available for such work assignments as would be required by the College during any student break which is reflected in the academic calendar, with the excpetion of the periods designated in (c) 1-5 above. Such work assignments made by the College during student breaks shall be bona fide and legitimately connected to the educational aims of the College. The College shall give the affected faculty member/members reasonable notice of work assignments under this subpart.

Section 7. Professional Development:

The parties recognize the importance of professional development and, to that end, establishes a College-wide granting process to fund and in other ways support professional development activities by bargaining unit members.

The College agrees to establish a College-wide budget of $5,000 for each of the academic years 1983-84 and 1984-85.

Faculty interested in applying for College support shall describe goals, methods, needs, and estimated time of completion for their project in a standardized format to be supplied by the College.

Granting requests shall be submitted to a committee of two faculty to be appointed by the President of the Union and two administrators appointed by the President of the College. This committee shall consider each request and draw upon the financial resources budgeted in the respective academic year. The support granted under this provision includes, but is not limited to:

(1) Typing

(2) Copying/binding

(3) Research assistance

(4) Reduction of office hours/class loads

(5) Computer time and assistance

(6) Building space and use of College facilities.

A denial of the committee for a request will be subject to the grievance procedure of this Agreement, but not the arbitration provisions. The decision of the President in the grievance procedure shall be final and binding upon all parties.

ARTICLE XIX

FACULTY ASSOCIATION

Inasmuch as the Union has been selected as the exclusive bargaining agent by the faculty of the College and the College shall negotiate all matters dealing with wages, hours and working conditions with the Union, the College and the Union hereby agree that the College shall not negotiate, directly or indirectly, any of these items with the Faculty Association and further that this Agreement shall supersede the Saint Leo Faculty Handbook. While the Faculty Association may continue in existence, the parties hereby agree that the Faculty Association has been legally divested of any role in the administration of this Agreement and that its duties and functions shall not conflict with the provisions of this Agreement.

ARTICLE XX

RANK, PROMOTION, RETENTION AND NON-RENEWAL

Section 1. Rank:

There shall be four (4) faculty ranks. They are, in ascending order:

1. Instructor
2. Assistant Professor
3. Associate Professor
4. Professor

New faculty members will be assigned to one of four ranks based upon the College's evaluation of their credentials and experience.

Section 2.

(a) There shall be no promotion committee unless one is appointed by the President of the College. Unless and until said promotion committee is established by the President of the College, the Vice President for Academic Affairs shall perform all functions of this committee.

There is no limit on the number of years which a faculty member may serve in a given rank and promotion from one rank to another is not automatic.

Promotion from one rank to another requires a favorable recommendation by the Division Chairman based upon his evaluation of the standards listed below.

1. Teaching ability as determined by the favorable recommendations set forth above and the evaluation of the faculty member's performance by the College.

2. The degree and teaching experience required for the next higher rank as set forth in Section (b).

3. Professional development and service to the College as reflected by the criteria in Section (c).

(b) In addition to the criteria of 1, 2 & 3 of Section (a), the faculty member must possess the following degree and experience for each rank.

1. The criteria for appointment to the rank of instructor shall be the following:

   (a) A Master's Degree, and

   (b) Previous college teaching is preferred, but not required.

2. The criteria for promotion to the rank of Assistant Professor shall be the following:

   (a) Three years of college teaching experience or its equivalent, and

   (b) A Master's Degree.

3. The criteria for promotion from Assistant Professor to Associate Professor shall be the following:

(a) Four years of college teaching experience or its equivalent, and

(b) A Ph.D. or terminal degree in the field.

4. The criteria for promotion from Associate Professor to Professor shall be the following:

(a) Six years of college teaching experience or its equivalent, and

(b) A terminal degree or Ph.D. in the candidate's chosen discipline.

Equivalents for college teaching shall include extensive teaching experience at other levels or professional experience, including supervisory experience, in areas such as government service, performing arts, business, career military, ecclesiastical, or such other areas as the College may designate.

Equivalents for a doctorate shall include such things as a terminal degree in the field where the earned doctorate is not traditionally cited as the primary mark of achievement, scholarly publications (especially books), nationally recognized creative works or an outstanding reputation in a professional field.

The degree requirements may be waived when the faculty member demonstrates strengths well beyond the minimum in teaching experience (or its equivalent) and the standards listed in Section (c).

(c) In addition to the criteria of 1, 2 & 3 in Section (a), and the degree requirements in Section (b), the faculty member shall be required to demonstrate service to the College and professional development by submitting evidence of an active commitment to and participation within the following categories.

CATEGORY I

1. Creative work.

2. Professional papers.

3. Research.

4. Curriculum and resource development.

CATEGORY II

1. Conferences (such as, but not limited to, active participation in workshops, conferences as a moderator, reader, panelist, clinician, or leadership position within a professional organization).

2. Student activities (such as, but not limited to, serving as an advisor to the student organization or mentor or freshmen).

3. Professional consultations (such as, but not limited to, in-service programs, service as a resource person to community groups, consultant or adjudicator to a public or provate organization).

4. Related functions (such as, but not limited to, special academic projects, College sponsored events or committee involvement).

A faculty member may elect to demonstrate service to the College and professional development by submitting evidence in one area of each category, or by submitting evidence of participation in at least two (2) of the areas in Category I. Election under this subsection shall in no way release the faculty member from mandatory participation on committees as outlined in Article XXI, or from such work as may be required under Article XVIII.

(d) The parties recognize the need for an even distribution of rank and hereby establish a manning table to be set up on the following lines:

LEVEL I

1. Assistant Professors
2. Instructors
3. Others

LEVEL II

1. Professors
2. Associate Professors

No more than 55% of the bargaining unit shall hold ranks delineated in Level I. No more than 45% of the bargaining unit shall hold ranks delineated in Level II. Promotions from Level I to Level II may be made only when there is a vacancy in the next higher level; however, promotions are based upon merit and a larger percentage of faculty in Level I shall not, in and of itself, require a promotion to Level II. There is no maximum or minimum period in rank, and promotions shall be made in accord with this Article.

(e) Procedure:

The Vice President for Academic Affairs shall be responsible for receiving recommendations for promotions; however, all recommendations for promotions shall be channeled through the respective faculty member's division chairman. All such recommendations shall be in writing on a form supplied by the College and evidence fulfillment of the criteria as set forth in this Article.

All recommendations for promotion shall be submitted no sooner than October 1 and no later than November 1st of each academic year. The recipient of the recommendation shall consider the recommendation and submit his report and recommendation to the Office of the President by December 15. The final decision on promotions shall be made by the President of the College in consultation with the Vice President for Academic Affairs and shall be communicated in writing to the division chairman who will notify the faculty no later than January 15. In the event the College denies a promotion, the College will set forth, in writing, the reasons prompting such denial.

Part-time faculty shall not be hired or promoted under the terms and conditions of this Article.

(f) Payment.

Until such time as a salary structure that awards a continuous form of compensation for promotion and rank is developed and put into effect, a faculty member, upon promotion in rank, shall be granted an increase in base salary amounting to 5% or $1,000 (whichever is higher). The percentage increase will be calculated by using the salary that would have been granted for the first year that the promotion takes effect as the base.

All future salary increases for the promoted faculty that result from collective bargaining will be based on and in addition to the increase granted for promotion and rank. The College will retain the right to award merit pay in addition to this increase at their sole discretion.

Section 3. Retention:

New appointments shall be made in conformity with faculty appointments, Article XI.

Each faculty member shall be observed at least once per academic year and a copy of the written report of each evaluation shall be furnished to him/her within 14 days. At least one of the evaluators shall discuss the evaluations with the faculty member and copies shall be placed in his/her personnel file. However, the College may waive the evaluation requirements for all regular faculty members during any academic year.

This evaluation shall include classroom observation and shall be used for the purpose of first assisting the faculty in improving the instruction and second, to aid the College in determining whether a faculty member may be promoted or retained.

Probationary faculty should be evaluated once per semester, excluding the summer session. The College may, however, reduce the number of yearly evaluations for probationary faculty from two to one for any probationary faculty member who has demonstrated effectiveness in the classroom.

The criteria for evaluating faculty shall based upon their assigned duties in terms of:

(a) Teaching effectiveness, including effectiveness in presenting knowledge, information and ideas by means of methods such as a lecture, a discussion, an assignment, a recitation, a demonstration, a laboratory exercise, a practical experience, and direct involvement and interplay between the faculty and students. The evaluation shall also include consideration of the faculty member's effectiveness in stimulating the students' critical thinking and creative abilities, as well as adherence to generally accepted standards of professional behavior on the part of a faculty member in meeting his/her responsibility to his/her students.

(b) The classroom evaluation must be based upon the classroom observation by the observers and recorded on their respective forms which shall be jointly prepared by the College and the Union for this purpose; however, if the College and Union cannot mutually agree upon the form to be used by September 1, 1979, then the College can unilaterally implement whatever form it desires.

(c) The written evaluation of the observation report must contain a statement about the classroom observation which indicates the level of instructional skills of the faculty member as outstanding, above standard, standard, below standard, poor. In the event the observer's evaluation is below standard or poor, a follow-up observation will be made within a mutually agreeable time frame, but in no event later than 30 days after the faculty member has received his copy of the written evaluation as provided in this section.

(d) The classroom observation may, at the option of the College, be unannounced for all faculty members and shall be conducted by the faculty member's division chairman and a second evaluator appointed by the President.

In the event classroom observation is announced, the division chairman may consult with the faculty member concerning a pre-observational conference.

(e) The College may also solicit the students' evaluation of the faculty .

(f) The President may take into consideration the material submitted on the classroom observation when considering promotions or retention of individual faculty members. However, the College shall not take disciplinary action based upon such recommendation, unless the observers have sufficient evidence to demonstrate an extreme departure from College policy and the learning process which is of such a serious nature as to require immediate action.

(g) Nothing shall require the College to observe or evaluate a faculty member whose employment has not been or will not be renewed for the following academic year.

A committee will be formed in September of 1983 for the purpose of making recommendations for the improvement of the evaluation instrument and procedure at Saint Leo. This committee will consist of two members appointed by the President of the College and two appointed by the President of the Union. A moratorium on the classroom observation evaluation of regular status faculty, except for probable cause of instructional incompetency, will begin with the formation of the above committee and will expire June 1, 1984. Recommendations from this committee shall be submitted to the College and will be the subject of a reopener provision of this Article for the parties' negotiation. In the event the committee does not reach agreement or make recommendation by June 1, 1984, the committee shall be dissolved and the moratorium placed upon evaluations as set forth in this agreement for regular status faculty will end and the evaluation procedure of the contract will commence beginning with the academic year 1984-85. This moratorium will not apply to probationary status faculty or in those cases where the College questions the instructional competence of a regular status faculty. A recommendation to continue the moratorium beyond June 1, 1984 may be made by the committee for good cause. This recommendation shall be made to the President of the College whose decision shall not be subject to the arbitration provisions of this Agreement.

Section 4 Employment Renewal:

(a) All full time faculty initially hired by the College shall be on a probationary status and shall enjoy the protection of the collective bargaining agreement for the first six (6) full semesters of employment (three academic years) in the bargaining unit. However, notwithstanding anything to the contrary in this agreement or elsewhere, the College may elect not to renew said faculty member's employment upon any expiration date thereof during the probationary period for any reason whatsoever. If the College elects to exercise its rights under this section during any year of the probationary period, the

following notice provision shall apply:

(i) Notice of intent not to renew and a verbal reason for non-renewal for the second year shall be given to the faculty member by March 1 of his/her first year of service.

(ii) Notice of intent not to renew and a verbal reason for non-renewal for the third year shall be given by December 15 of his/her second year of service.

(iii) If the College has serious reservations about retaining a faculty member for regular faculty status, it shall make a good faith effort to advise him/her of the same by the end of the second year. Final notice of the decision not to renew and a verbal reason for non-renewal shall be given no later than November 15 of his/her third year.

(iv) Failure to renew during the probationary period shall not be subject to the grievance or arbitration provisions of this Contract. Failure of the College to give a verbal reason for non-renewal shall be subject to the grievance procedure of this agreement, but shall not be subject to the arbitration provisions of this agreement.

(b) If at the end of the probationary period the College decides that the faculty member is not ready for a regular faculty member position, it may elect to terminate the faculty member under the conditions of (a) or, at its option, issue an additional two (2) year probationary contract which may not be terminated (except for cause) until the expiration date thereof. The College may elect not to renew the two year contract by giving the faculty member notice of its intent and reasons therefor on or before December 15 of the second year of the additional contract.

(c) After successfully completing the probationary period as set forth in (a) or (b) above, a full time faculty member shall be considered a regular faculty member and receive continuous employment for each successive academic year until retirement, notice of non-renewal is given by the College, or the faculty member is discharged. A regular faculty member's employment shall only be non-renewed by the College or discharged during the contract term by the College for "just cause" as defined in this Agreement.

Section 5. Non-Renewal/Discharge:

After successfully completing the probationary period, no faculty member shall be discharged or non-renewed by the College except for just cause. Just cause shall be defined as academic incompetence, neglect of duties, mental incapacity to perform his/her duties or misconduct; provided, it is expressly understood by and agreed among the parties that a coach may be suspended for a period of time without pay or the coach's employment may be terminated if he/she is found to be involved in a deliberate and serious violation of NCAA regulations.

ARTICLE XXI

ACADEMIC COUNCIL AND CURRICULUM COMMITTEE

(a) The Academic Council shall be composed of the Vice President for Academic Affairs (as chairman), Dean of the College, the division

chairmen, the Library Director, the Director of Admissions, the Registrar, the Dean of Educational Services, the Dean of the Military Education Program, one full professor, and one associate professor (each elected by the Union), the chairman of the Student Government Association Academic Affairs Committee, and one student appointed by that Committee. The function of the Academic Council is to serve in an advisory capacity to the Vice President for Academic Affairs, to review existing academic policies and regulations, to assist in executing approved academic policies, and to make recommendations for new academic policy.

(b) The Curriculum Committee shall be composed of the Vice President for Academic Affairs (as chairman), the Dean of the College, the Dean of Educational Services, the Dean of the Military Education Program, one faculty member appointed from each of the divisions, one member of the library staff, and two students from the Academic Affairs Committee of Student Government Association. The Committee is responsible for reviewing the curriculum annually and for recommending all curriculum changes to the Academic Council.

(c) There shall be no other committees covered by this Agreement; however, in the event the College determines there is a need for any other committees, the College shall notify the Union in writing and the College and the Union shall meet and negotiate over the organization, structure, and function of said committees.

(d) The recommendations of the Academic Council and Curriculum Committee, and any other committees established under the terms and provisions of this Agreement shall be advisory only, and the College's refusal to follow any committee recommendations shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXII

SALARY

(a) New faculty members hired in the future may be assigned a rank and salary which the College determines is commensurate with their credentials.

(b) The College reserves the right to pay any deserving faculty member a merit bonus. The merit bonus shall neither increase the faculty member's pay under the salary schedule nor be of a continuing nature. It shall be paid for meritorious service.

(c) All existing faculty shall receive a $1,600 per annum increase in salary for the 1983-84 academic year. Salary shall be reopened for the 1984-85 academic year.

(d) The College shall provide payroll deduction service for participation in PESCO benefits for those faculty members who voluntarily want to participate in this plan and supply the College with the proper payroll deduction authorization forms and the Union agrees to a hold harmless clause for any deductions.

ARTICLE XXIII

FRINGE BENEFITS

The College shall continue and maintain all fringe benefits that are currently in effect (medical insurance, life insurance, retirement, tuition remission, faculty use of College facilities, workman's compensation, payroll deduction slots, travel to professional meetings). Faculty members are to be granted a ten per cent discount at the College Snack Bar.

ARTICLE XXIV

MANAGEMENT RIGHTS

Section 1. Prior to the time when the Union became the representative of the faculty covered by this Agreement, the Board had the right to run Saint Leo College and deal with its faculty members with complete freedom, except as its rights were bound and limited by the general laws. By this Agreement, the College and the Union have agreed to certain limitations on those rights. However, it is the intention of the parties that the College retain, and the College does retain, each and every right and privilege that it ever had enjoyed except as it has, by the express and specific terms of this Agreement, agreed to limitations.

Section 2. Nothing in this Agreement shall be construed to limit or impair the right of the College to exercise its own and exclusive discretion on all of the following matters without prior negotiation with the Union and without being subject to the grievance and arbitration procedures of this Agreement except as they are specifically and expressly provided for elsewhere in this Agreement:

(a) To manage tne College and exercise sole, exclusive control and discretion over the organization of the College and its operations thereof.

(b) To determine the goals, purposes and functions of the College.

(c) To perform those duties and exercise those responsibilities which are assigned to it by law.

(d) To determine and adopt such policies and standards, rules and regulations as are deemed by it necessary for the efficient operation and general improvement of the College system.

(e) To select management, supervisory, administrative, instructional and other personnel.

(f) To determine the College curriculum.

(g) To direct the work force, and in accordance with the provisions of this Agreement to hire, promote, reappoint, grant leaves, and terminate or take other disciplinary action against a faculty member for just cause.

(h) All other rights to manage the College which are not recited in or expressly limited by this Agreement are reserved by the College.

Section 3. In interpreting this Agreement there shall be absolute and complete regard for the rights, the responsibilities and prerogatives of management and this Article shall be so construed that there shall be no interference with or restrictions on such rights, responsibilities and prerogatives except as it may be expressly limited in this Agreement.

ARTICLE XXV

TERM OF AGREEMENT

Section 1. This Agreement supersedes all prior agreements and any and all written or oral understandings regardless of their nature between the College and the Union.

Section 2. This Agreement shall become effective on its date of execution and shall be in full force and effect until June 2, 1985, and shall continue in effect for successive two-year periods thereafter unless terminated in a manner hereinafter provided.

Either party desiring to amend or terminate this contract shall notify the other party in writing at least 75 days, but not more than 90 days, prior to June 2, 1985, or any subsequent expiration date. A notice to amend shall not constitute a notice to terminate.

The first provision of Section 8(d) of the Labor-Management Relations Act, as amended, is made a part of this Agreement as if set forth in full in this contract and shall be strictly and literally complied with before a notice of demand to terminate or modify this contract shall be effective. However, the first notice requirement of said Section 8(d) shall not be sent more than 75 days prior to the expiration date of this Agreement, and the second notice provided in Section 8(d) shall not be effective if served more than 31 days after the first notice has been served.

Section 3. In the event the Agreement terminates, neither party shall be obligated to abide by the terms and conditions of

this Agreement and shall be free to change, add to, and modify the existing wages, hours and working conditions without consultation with the other; however, Section 3 of this Article shall continue in full force and effect for 120 days after the contract otherwise terminates, but this is the only language which shall so continue in effect.

Section 4. Notwithstanding the provisions of Section 2, the parties hereby agree this contract may, upon notice, be reopened for the sole and exclusive purpose of (1) negotiating a reduction in force under Article VIII; (2) evaluation under Article XX, Sec. 3; or (3) wages for the 1984-85 academic year under Article XXII. Notice of intent to negotiate reduction in force or evaluations shall be given as soon as practically possible; however, notice of intent to reopen wages shall be given, in writing, no later than Wednesday, January 4, 1984, and the parties shall meet as soon thereafter as possible.

THIS AGREEMENT entered into this 19th day of October, 1983.

Saint Leo College, Inc.

Witness:

By: Thomas B. Southard
Dr. Thomas B. Southard,
President, Saint Leo College

The United Faculty of Saint Leo College, United Faculty of Florida, Affiliated with the National Education Association.

By: Alan R. Merson
Alan Merson, President
United Faculty of Saint Leo College

Witness:

INFORMATIONAL ADDENDUM TO THE CONTRACT

This addendum is not part of the Contract. It is provided for informational purposes only to demonstrate those factors upon which the College may base merit pay decisions pursuant to Article XXII (c), viz:

1. Promotion in rank

2. Professional development
   - - - professional activities
   - - - research (meaningful, relevant)
   - - - scholarship, scholarly activities
   - - - creative work
   - - - recognition

3. Student services
   - - - student committees and other organizations
   - - - other non-course related activities

4. Academic services
   - - - counseling, advising
   - - - academic committee work
   - - - other course-related activities

5. Service on College committees and other assigned tasks.

6. Work in extension teaching and other professional public service.

It is understood, although not a contractual obligation, that the College will tell the Union President the faculty members who have received merit bonuses. The Union shall have the right to contact those faculty members and announce their names and the amount of bonuses so received, provided each faculty member agrees to disclose the bonus received and has no objection to his name being mentioned at the first regular faculty meeting of the school year.